

# **State of Alaska - Department of Natural Resources - Division of Forestry**

## **Cooperator Rental of Fire Apparatus Terms of Hire, Typing and Rates**

The State of Alaska, Department of Natural Resources, Division of Forestry will be referred to as "Forestry" in this document. Volunteer and Structural Fire Departments (SFD) under Cooperative Agreement with Forestry will be referred to as "Cooperator" in this document.

1. Order For Service - Upon acceptance of an order for service, either verbally or via Resource Order, a binding contract between the Cooperator and Forestry is created incorporating the terms of the Cooperative Fire Protection Agreement, the Annual Operating Plan, the SFD Fire Apparatus Rental Agreement (Form 10-2193b), and these SFD Rental of Fire Apparatus Conditions. The start of the rental period will be agreed upon at the time of the request for service. Each service call will be documented on Emergency Equipment Use Invoice, OF-286, or equivalent. The Cooperator agrees that service call documents may be signed by the Cooperator's operator/personnel as a duly authorized representative for the purpose of certification as to the number of hours or other units of pay earned. The Cooperator or its operator/personnel must sign the Emergency Equipment Use Invoice document at the time of release from work.

2. Reporting for Service - The Cooperator is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection, either pre-season, at time of hire, or both. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the SFD Fire Apparatus Rental Agreement with the Apparatus.

3. Equipment Operator/Personnel - The Cooperator shall furnish the operator/personnel. At the discretion of the Cooperator and as agreed to by Forestry, the operator/personnel will be hired by Forestry as Emergency Firefighters (EFF). The operator/personnel, if hired by Forestry as EFF, will become Forestry's employee(s), and are subject to the Conditions of Hire established in the latest version of the Alaska Emergency Firefighter Crew Management Guide. At least one operator/personnel must possess a valid driver's license with applicable endorsements. The Cooperator will ensure that the operator/personnel are qualified to operate the apparatus.

The operator/personnel shall be equipped with proper personal protective equipment as stipulated in the AK-DNR/DOF Fire & Aviation PPM 2120. This includes fire retardant clothing (shirt and pants or coveralls), leather gloves, helmet (non-metal), eye and hearing protection, heavy-duty 8" tall lace up leather boots, and fire shelter. In addition, operator/personnel shall be equipped with a canteen and water.

4. Transportation of Apparatus - Subject to paragraph 2, apparatus shall be delivered, at Forestry's expense, from point of hire to the work site and returned to the point of hire.

5. Performance and Direction of Work - The operator/personnel are responsible at all times for the safe and efficient operation of apparatus and may refuse to work in a situation exceeding operator/personnel ability or that of the apparatus. The operator/personnel receives work assignments from, and performs work under the general direction of, Forestry. In the event Forestry terminates an operator for cause, replacement operator/personnel will be requested from the Cooperator.

6. Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination.

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In the event the Cooperator requires return of apparatus, the Cooperator shall notify Forestry, and the equipment shall be released within 8 hours.

7. Custody - When the operator/personnel remain employees of the Cooperator, the apparatus remains in operator/personnel custody and control. When the operator/personnel are hired as EFF, the apparatus remains in Forestry's custody and control during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus.

8. Licenses and Permits - The Cooperator is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire, all necessary licenses and permits required by state and federal law/regulation, for both the apparatus and operator/personnel.

9. Servicing and Repairs - The Cooperator is responsible for the cost of all servicing, except when Forestry assumes responsibility for partial or total servicing on an incident. The term servicing shall include providing and maintaining the apparatus with fuel, oil, lubricants, filters, and other operating supplies to maintain the apparatus in a safe operating condition. It is the responsibility of the operator/personnel to determine that the fuel used is the proper fuel for the apparatus.

Apparatus furnished by the Cooperator must have enough time remaining on its scheduled maintenance program to accomplish the anticipated length of hire.

10. Tools, Spares, and Accessories - The operator/personnel are responsible at all times for tools, spares, and accessories belonging to the Cooperator, and shall secure them in the apparatus if possible. Items that cannot be so secured may be placed in a Forestry-designated storage area, if available.

11. Required Equipment - The Cooperator agrees to furnish apparatus, except command vehicles, with the following equipment:

- a. All apparatus listed on the Cooperators SFD Fire Apparatus Rental Agreement will be accompanied by a complete vehicle inventory in hard copy format.
- b. All fire apparatus resource ordered as part of an Engine Task Force/Strike Team are required to carry structural firefighting equipment necessary to conform with Cooperator Standard Operating Procedures and are required to carry the following minimal equipment upon leaving the incident. These items will be supplied by Forestry upon request of the Cooperator and shall be returned to the same Forestry Area Office upon completion of the assignment.

4 ea. 100' length of 1 ½" hose (Forestry)	1 ea. Fire Shelter per seat
1 ea. 400' 1 ½" Progressive hose lay bag	1 ea. EFF bag per Firefighter
5 ea. 1 ½" nozzle to fit 1 ½" hose	1 ea. King Radio w/Clam Shell & Batteries
5 ea. 100' length of 1" hose (Forestry)	5 ea. 1" nozzles to fit 1" hose
2 ea. Shovel	3 ea. Pulaski
4 ea. 1 ½" NH x 1 ½" NH double female	2 ea. Back pack pump (FEDCO) (full)
4 ea. 1 ½" NH x 1 ½" NH double male	1 ea. Back pack pump (FEDCO) (empty)
6 ea. 1 ½" NH x 1" NPSH (female-male) reducer	2 ea. Cases MRE's
1 ea. 1" NPSH x 1 ½" NH (female-male) increaser	2 ea. Cubitainer Water
6 ea. 1 ½" NH x 1 ½" NH x 1 ½" NH Gated Wye	2 ea. Pack of fusees (10 ea./pk) OR
2 ea. Hose clamp for 1" and 1 ½" hose	1 ea. Drip torch w/5 gallons drip torch fuel
1 ea. Portable Tank, 1500 gallons or larger (Water Tenders only, all types)	

12. Apparatus Loss, Damage, or Destruction - Equipment furnished under a contractual agreement with the Division of Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions. As a result, what is considered normal wear and tear under any agreement with the State of Alaska for fire suppression or other all risk incident actions is in excess of what equipment is subjected to under normal highway operations. The rates paid for the equipment reflects expected wear and tear due to adverse conditions under which the equipment is likely to be operated.

If the Cooperator wishes to file a claim, a State of Alaska Property Loss/Damage Report documenting lost, stolen, or damaged equipment not arising from the above conditions must be completed and submitted to the State. Incomplete or unsupported claims will be returned to the Cooperator for further information and/or documentation.

In the event damage or destruction occurs as a result of negligence on the part of the State, the State's liability is limited to the lesser of the actual repair costs or market value. The State of Alaska is not responsible for the costs of loss or physical damage to cooperator's equipment due to negligence on the part of cooperator's personnel, for indirect damages such as loss of use or lost profits, or for "normal" wear and tear.

13. Accessories for Apparatus – All apparatus must have the following: seat belts for all occupants, three portable emergency reflectors, one 5-lb. functional ABC-type fire extinguisher, and any additional accessories as specified in the Annual Operating Plan.

14. Meals and Bedding - If a Forestry-subsisted incident camp is established, meals and bedding for operator/personnel will be furnished without additional charge. Such meals and bedding will be commensurate with that provided to Forestry employees.

15. Timekeeping - Apparatus time will be recorded by a Forestry agent on an Emergency Equipment Shift Ticket, Optional Form 297, or equivalent. Time will be recorded to the nearest quarter hour for hourly rates, and will document Start and Stop Times, Down Time, etc. even if equipment is being paid at a daily rate.

16. Payments, Down Time, and Shifts - Payment will be at rates specified on the SFD Fire Apparatus Rental Agreement, Form 10-2193b, and will not exceed the rates contained in Item 11, 12 or 12a of this document. Apparatus is inoperable when the apparatus itself is inoperable, or when the operator/personnel, who remains an employee of the Cooperator, is unavailable. A shift shall consist of a period of actual work, ordered standby, or compensable travel time that has a specific start and ending time.

- A. 1) On the first and last shift of hire or assignment, the Cooperator shall be paid at the hourly rate specified in column 11 for every continuous hour on-shift, provided the apparatus is operable and available. The hourly accumulated rate shall not exceed the daily rate specified in column 12 or 12a.  
2) If the apparatus is inoperable or unavailable during an on-shift period, this will be considered downtime, and payment will not accrue.
- B. 1) For shifts under hire or assignment between the first and last, the Cooperator shall be paid at the daily rate specified in column 12 or 12a provided that the apparatus is operable and available the entire shift.

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2) For apparatus not operable for the full shift, the deduction is calculated by converting the length of shift to determine the hourly rate and paying the Cooperator for the total hours worked within the shift (not to exceed the daily rate).

C. In those cases where Forestry is the direct cause of the apparatus down time. Forestry will negotiate a reasonable settlement with the Cooperator.

17. Rates, Personnel, and Rate Guidelines - Apparatus rental rates are to be based on actual operating costs. These costs include routine maintenance; normal wear and tear (minor scratches, chips in windshield, etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1 and 2), unless actual operating costs are documented and submitted to Forestry. Federal Excess Personal Property (FEPP) apparatus provided by a Cooperator may be paid up to 66% of the normal rate. If apparatus is ordered and staffed with a relief crew, then a double-crewed daily rate will be paid for the apparatus.

Operator/personnel will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: operator/personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of operator/personnel listed on the rate charts is standard staffing. Any changes to standard staffing will be agreed to in the Annual Operating Agreement. No additional personnel will be paid by Forestry unless Resource Ordered.

Command Vehicles: When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle:

- Incident Commander
- Branch Director
- Water Handling Specialist
- Operations Section Chief
- Division/Group Supervisor
- Structural Protection Specialist
- Strike Team/Task Force Leader

Command Vehicles must meet the following criteria and come equipped with the following equipment:

- Four Wheel Drive
- Seating for 3 Persons
- First Aid Kit
- Fire Extinguisher
- Emergency Lighting
- Field Programmable Radio

18. Insurance - In the case of the Cooperator's operator/personnel being hired by the State as an EFF, the State covers Worker's Compensation and potential liability based on apparatus operations in response to and operation on a wildland fire.

In the case of the Cooperator's operator/personnel remaining an employee(s) of the Cooperator, the Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01, and Worker's Compensation coverage as required by AS 23.30.045.

**Table 1- Engine Types, Rates and Minimum Requirements**

<b>Rates &amp; Components</b> <i>(excluding personnel costs)</i>	<b>Structure Engines</b>		<b>Wildland Engines</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Hourly Rate	<b>\$175</b>	<b>\$165</b>	<b>\$110</b>	<b>\$95</b>	<b>\$78</b>	<b>\$66</b>	<b>\$53</b>
Daily Rate	<b>\$2,450</b>	<b>\$2,310</b>	<b>\$1,540</b>	<b>\$1,330</b>	<b>\$1,092</b>	<b>\$924</b>	<b>\$742</b>
Double-Crewed Daily Rate	<b>\$3,850</b>	<b>\$3,630</b>	<b>\$2,420</b>	<b>\$2,090</b>	<b>\$1,716</b>	<b>\$1,452</b>	<b>\$1,166</b>
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	50	10
Hose (feet) 2½ inch	1200	1000	-	-	-	-	-
Hose (feet) 1½ inch	500	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
Pump and Roll	-	-	Yes	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	-	-	26,000	19,500	14,000
Personnel (minimum)	4	3	2	2	2	2	2

**Table 2- Water Tender Types, Rates and Minimum Requirements**

Rates & Components <i>(excluding personnel costs)</i>	Water Tender Types					COMMAND VEHICLE RATE <i>(excluding personnel costs)</i>	
	Support			Tactical			
	S1	S2	S3	T1	T2		
Hourly Rate	\$120	\$100	\$80	\$100	\$80		
Daily Rate	\$1,680	\$1,400	\$1,120	\$1,400	\$1,120		
Double-Crewed Daily Rate	\$2,640	\$2,220	\$1,760	\$2,220	\$1,760		
Tank Capacity (gal)	4000	2500	1000	2000	1000	Rates	Command
Pump Min. Flow (GPM)	300	200	200	250	250	Hourly	\$50
						Daily	\$700
Max. Refill Time (minutes)	30	20	15	-	-	Double Crewed	\$1100
Pump and roll	-	-	-	Yes	Yes	Daily	
Personnel (min)	1	1	1	2	2	personnel	1

1. All types shall meet federal, state, and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10 foot lift.

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3. EFF Personnel shall meet the qualification requirements of the NWCG *Wildland Fire Qualification System Guide*, PMS 310-1.

**Common Additional Needs – Request as needed**

- All Wheel Drive or Four-Wheel Drive  
(Wildland Engines without all-wheel drive will be compensated at a rate one step below actual typing)
- Foam Proportioner
- High Pressure Pump (250 psi at one half flow of Type)
- Compressed Air Foam System (CAFS) with minimum 40 cfm compressor
- Additional personnel

In the case of the Cooperator's operator/personnel remaining an employee(s) of the Cooperator, the Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01, and Worker's Compensation coverage as required by AS 23.30.045.

I certify that I have read and agree to the conditions of hire contained on this form.

This document supercedes all prior versions of this agreement. Earlier versions must be deleted/destroyed and replaced with this document.

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**Cooperator's/Authorized Agent's Signature**

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**Date**

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**Printed Name**

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**Title**

<b>STRUCTURE FIRE DEPT(SFD)  FIRE APPARATUS RENTAL AGREEMENT</b>		1. AREA OFFICE (Name and Address)		2. AGREEMENT NUMBER (This Number Must Appear on All Papers To This Agreement)	
		3. POINT OF HIRE		4. EFFECTIVE DATES	
		5. COOPERATOR'S TELEPHONE NO.		a. BEGINNING	b. ENDING
a. DAY	b. NIGHT	6. COOPERATOR (Name and Address)		7. PREPARED BY	
8. SSN/FEDERAL TAX I.D. NO.					
9. ITEM DESCRIPTION (include type, make, model, year, serial number, and accessories)		10. # OF PERSONNEL	11. HOURLY RATE*	12. DAILY RATE**	12a. DOUBLE- CREWED DAILY RATE**
a.					
b.					
c.					
d.					
e.					
13. SPECIAL PROVISIONS * Hourly Rate paid for first and last shift hired ** Daily Rate paid for all but first and last shift hired  Cooperator certifies that they have read the latest version of the "Cooperator Rental of Fire Apparatus Terms of Hire, Typing and Rates" (Form 10-2197b)					
14. COOPERATOR'S SIGNATURE		15. DATE	16. FORESTRY OFFICER'S SIGNATURE		17. DATE
18. PRINTED NAME AND TITLE			19. PRINTED NAME AND TITLE		